

UNITED STATES DISTRICT COURT
NORTHER DISTRICT OF OHIO

Allsop, Inc.,

Plaintiff,

v.

Trademark Global, LLC,

Defendant.

Civil Action No.

COMPLAINT FOR PATENT
INFRINGEMENT

JURY DEMANDED

Plaintiff, Allsop, Inc., (hereinafter “Allsop”), for its complaint against Defendant Trademark Global, LLC (hereinafter “TMG”), alleges as follows.

THE PARTIES

1. Plaintiff Allsop, Inc. is a corporation of the State of Washington, having a business address of 909 Squaticum Way, #111, Bellingham, Washington 98225.

2. On information and belief, TMG is a Delaware limited liability company, having a principal business address at 7951 West Erie Avenue, Lorain, Ohio 44053.

JURISDICTION AND VENUE

3. This civil action arises under the patent laws of the United States, 35 U.S.C. §§ 271, *et seq.* This Court has jurisdiction of this civil action under 28 U.S.C. §§ 1331 and 1332.

COMPLAINT - 1

Civil Action No.

2413643

1 4. TMG has offered for sale or sold solar Collapsible Lanterns in the United States,
2 conducting such acts from its headquarters located in the Northern District of Ohio. TMG sells its
3 Collapsible Lanterns through various online retailers, and directs its sales efforts to customers
4 nationally, including in this district. For example, TMG has offered for sale and sold the “Pure
5 Garden 50-19-W Outdoor Solar Chinese LED Lantern” as shown in the image below through
6 Amazon.com.



18 5. Venue with respect to TMG is proper in this district pursuant to
19 28 U.S.C. § 1391(b)(1) as well as under 28 U.S.C. § 1400(b) because TMG resides in the Northern
20 District of Ohio within the meaning of 28 U.S.C. § 1391(c). TMG is doing business in this district,
21 and has committed acts of infringement within this judicial district.
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ALLSOP'S PATENTED PRODUCTS

6. Allsop has designed, engineered, developed, licensed, or manufactured a wide variety of consumer products under its Allsop® brand, including a variety of solar powered collapsible decorative lanterns referred to as “Collapsible Lantern” products.

7. Allsop’s Collapsible Lantern products are offered and sold in a wide variety of colors and shapes, and include (for example) the Soji Original solar lantern shown below.



8. Allsop’s Collapsible Lanterns have enjoyed commercial success, and have been sold throughout the United States and elsewhere.

9. Allsop is the owner of United States Patent No. 8,657,461 (hereinafter the “’461 Patent”) issued on February 25, 2014, and entitled “Solar-Powered Collapsible Lighting Apparatus.”

10. Allsop has marked its Collapsible Lanterns with the numbers of the ‘461 patent.

TMG'S WRONGFUL CONDUCT

11. TMG has made, imported, offered for sale, and/or sold Collapsible Lantern products that infringe Allsop's patent rights. The TMG products are functionally identical to those made and sold by Allsop, and within the scope of one or more claims of the '461 patent.

12. Exemplary TMG Collapsible Lantern products are sold under the item numbers 50381353, 50381354, 50381355, 50381356, 50-19W, 50-19B, and 50-19G. Discovery may reveal other models that also infringe the '461 patent.

13. Images of several exemplary TMG Collapsible Lanterns are shown below, showing them in a collapsed position and in several different colors.



14. An image of a TMG Collapsible Lantern in its expanded position is shown below at the left. A partial close-up image of the expanded Collapsible Lantern is shown below at the right, looking upward into the interior of the lantern, in a direction as indicated by the arrow beneath the front view of the lantern shown below at the left.



15. The accused TMG Collapsible Lanterns include a lighting element assembly with an LED light serving as a lighting element. As shown in the interior view above at the right, the LED extends below the lighting element assembly and into the collapsible shade. A housing receives a solar cell and battery. The collapsible shade is attached to the housing and supported by a collapsible wire frame.

16. TMG has known that its Collapsible Lanterns infringe the Allsop patent. On June 5, 2020, counsel for Allsop wrote to TMG to provide notice of the infringement. Despite notice to TMG and follow up correspondence thereafter, TMG has continued to sell its infringing Collapsible Lanterns with full knowledge of the patent and in reckless disregard of the infringement.

COUNT I: PATENT INFRINGEMENT, US PATENT 8,657,461

17. Allsop repeats and realleges each and every allegation above.

18. Allsop is the owner of United States Patent No. 8,657,461, has sold products embodying the claimed invention, and has marked its products with the '461 patent number.

1 19. Defendant TMG has made, used, imported, offered for sale, and/or sold Collapsible
2 Lantern products that infringe Allsop's '461 patent.

3 20. With respect to exemplary claim 16, the TMG Collapsible Lanterns include a
4 lighting element assembly having a lighting element, which in this case is an LED. The LED is
5 indicated by the added circle in the image below at the right, looking upward and into the lantern.



15 21. The TMG Collapsible Lanterns include a solar cell at the top, as is visible in the
16 close-up image below at the left, in which the solar cell is the rectangular feature at the top of the
17 Collapsible Lantern.



22. A battery unit is coupled to the solar cell and the lighting element assembly, housed within the top assembly shown above at the left and accessible through the compartment visible in the image above at the right. TMG describes the inclusion of the battery and solar cell in its Amazon description of the product as follows:

About this item

- **NATURE-FRIENDLY-** These lanterns feature a built-in solar panel and include a rechargeable AAA battery to power the single LED bulb. This eliminates heavy metal waste from traditional disposable batteries and saves you money in the long run.

23. The TMG Collapsible Lantern housing has a first section coupled to the solar cell, with the battery being contained within a compartment, and the LED lighting element positioned below the top of the housing and projecting from the housing.

24. The TMG Collapsible Lantern further includes a collapsible shade, such as shown in the image below showing several Collapsible Lanterns in the collapsed position, with the shades being collapsed. The shade includes a frame defining the shape, in which the frame is visible in each of the collapsed shades as circular or spiral ribs.



25. The frame is further visible in the Collapsible Lantern in its expanded position, with several sections of the support frame wires being indicated by the exemplary arrows below. The frame includes an upper portion defining an opening which is fastened to the housing, in which the housing remains fastened to the frame when the frame is collapsed (as seen in the image above).



26. TMG has not been granted any license or authority from Allsop.

1 27. TMG's above activities with respect to the accused Collapsible Lanterns constitute
2 direct infringement of the '461 Patent.

3 28. As a direct result of the infringing activity by TMG, Allsop has suffered, and will
4 continue to suffer, damages in an amount to be established at trial. In addition, Allsop has suffered,
5 and continues to suffer, irreparable harm for which there is no adequate remedy at law.

6 29. The infringement by TMG was with full knowledge of the Allsop patent, and has
7 continued despite that knowledge. TMG's infringement is in willful disregard of Allsop's patent
8 rights.

9 30. Allsop is entitled to and therefore demands damages, costs, and attorney's fees as
10 allowable under 35 U.S.C. §§ 284 and 285, including a trebling of any award.

11 31. This is an exceptional case for purposes of awarding monetary damages, costs and
12 attorney's fees.

13 **REQUEST FOR RELIEF**

14 Allsop requests the following alternative and cumulative relief:

15 (a) Judgment that TMG has infringed United States Patent No. 8,657,461.

16 (b) That TMG, its respective agents, servants, employees, attorneys, and all other
17 persons in active concert or in participation with it, be preliminarily and permanently enjoined and
18 restrained from importing, making, using, selling or offering to sell collapsible lighting products
19 and any other products which infringe any claim of the asserted patents;

20 (c) That TMG pay damages adequate to compensate Allsop for the infringement by the
21 TMG, and in no event less than a reasonable royalty for the use of the invention;

22 (d) That the damages award be trebled pursuant to 35 U.S.C. § 284;

1 (e) That Allsop be granted its reasonable attorneys' fees pursuant to 35 U.S.C. § 285
2 or other applicable laws;

3 (f) That Allsop be awarded prejudgment interest, postjudgment interest, and costs;

4 (g) That TMG, its respective agents, servants, employees, attorneys, and all other
5 persons in active concert or in participation with it, be ordered to produce all accused products for
6 destruction and to file and serve a report in writing under oath setting forth in detail the manner
7 and form in which TMG has complied with this requirement; and

8 (h) For other and further relief as is provided by law and that this Court deems just and
9 proper.

10 **JURY DEMAND**

11 Allsop requests a jury trial.

12
13 Dated: June 27, 2022

Respectfully submitted,

14
15 RANKIN, HILL & CLARK LLP

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